

FIRST AMENDMENT TO THE
GREAT LAKES LEGACY ACT PROJECT AGREEMENT BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE
FOR RESTORATION OF LINCOLN CREEK AND MILWAUKEE RIVER CHANNELS,
PHASE II

The Project Agreement between the United States Environmental Protection Agency (U.S. EPA), Wisconsin Department of Natural Resources and the Milwaukee County Department of Parks, Recreation and Culture to conduct Remedial Action and Restoration of Portions of the Lincoln Creek and Milwaukee River Channels, Milwaukee, Wisconsin, signed by U.S. EPA on May 19, 2014, is amended as follows:

ARTICLE VI - METHOD OF PAYMENT

19. In providing its required share of the Total Project Costs required by Paragraph 4, the Non-Federal Sponsors, subject to receipt of funds appropriated by the Non-Federal Sponsors' governing bodies, shall provide in-kind services and cash payments to the Project according to the provisions of this Paragraph.

b. Where the Non-Federal Sponsors are meeting their cost share requirements through cash payments/contributions, the Non-Federal Sponsors shall pay in the manner outlined in Paragraph 23, on the following dates and within 30 days of an invoice provided to the Non-Federal Sponsors by the GLNPO Project Manager.

- i. By November 1, 2014, the Non-Federal Sponsor Milwaukee County shall make a \$2.2 million payment to GLNPO payable in the manner described in Paragraph 23 below.
- ii. By December 31, 2014, the Non-Federal Sponsor Milwaukee County shall make a \$2,000,000 payment to GLNPO payable in the manner described in Paragraph 23 below.
- iii. By February 1, 2015, the Non-Federal Sponsor WDNR shall make a \$1,000,000 payment to GLNPO payable in the manner described in Paragraph 23 below.
- iv. By June 1, 2015, the Non-Federal Sponsor WDNR shall make a \$600,000 payment to GLNPO payable in the manner described in Paragraph 23 below.

ARTICLE XX - AUTHORITY OF SIGNATORY TO BIND AND
AVAILABILITY OF FUNDS

51. Each undersigned representative of the Non-Federal Sponsors and GLNPO certifies that he or she is fully authorized to enter into the terms of this Agreement and to execute and legally bind such Party to this Agreement.

52. Each undersigned representative of the Non-Federal Sponsors certifies that the Non-Federal Sponsor has the funds and financial capability to meet its required proportionate share of the Total Project Costs under this Agreement.

53. This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

By:



Susan Hedman
Great Lakes National Program Manager
U.S. Environmental Protection Agency

Date:

9-23-2014

**First Amendment to the
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Project Agreement between U.S. EPA, WDNR**

By:



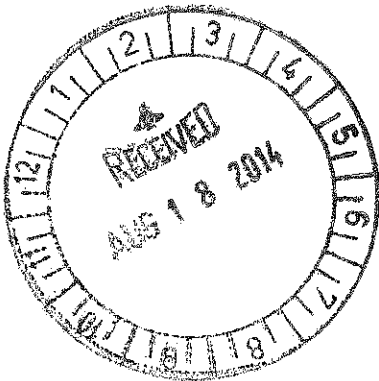
Chris Abele
Milwaukee County Executive

Date:

8/1/14

APPROVED
FOR
EXECUTION


CORPORATION COUNSEL



**First Amendment to the
Lincoln Creek and Milwaukee River Channels, Phase II
Project Agreement between U.S. EPA, WDNR**

By:


for Cathy Stepp
Secretary
Wisconsin Department of Natural Resources

Date:

8/19/14

**First Amendment to the
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Project Agreement between U.S. EPA, WDNR**

By: _____
Chris Abele
Milwaukee County Executive

Date: _____